

**MEMORANDUM OF AGREEMENT
BETWEEN
CIVIL AIR PATROL INC.
AND
GODDARD SPACE FLIGHT CENTER**

Pursuant to Section 203(c) of the National Aeronautics and Space Act of 1958, as amended, Goddard Space Flight Center (hereafter Goddard) and the Civil Air Patrol (hereafter CAP) a federally chartered corporation under 36 USC Sections 201-208 hereby agree on a project to jointly test and research various commercial software and property through a loan of said property to CAP.

1. Goddard and CAP are undertaking a joint research effort on the basis of best efforts and non-interference with each party's other activities for the purpose of developing applications of aerospace technology to search and rescue. The parties will conduct field experiments to assess the effectiveness of remote sensing techniques in searches for aircraft crash sites, and perform trials of equipment and computer software designed to assist in the conduct of searches.
2. With respect to the remote sensing experiments, CAP shall have responsibility for operation of aircraft to overfly crash sites for inspection and photography, and in assisting Goddard in mission planning, location of actual aircraft crash sites, preparation of simulated crash sites, deployment and removal of calibration targets.
3. Goddard shall have responsibility for providing property and commercial software to CAP on a loan basis. CAP's use of any software provided by Goddard hereunder shall be in accordance with all restrictions and licenses applicable to such software. CAP shall not reproduce any commercial software provided by Goddard.
4. CAP shall evaluate Goddard-supplied items by employing them in exercises or actual search operations, and by providing critical assessments and suggestions for improvement based on such uses. CAP shall provide written reports to Goddard as required of activity relevant to this agreement during the period of this agreement on schedules established by the Goddard representative.
5. Goddard expressly declines to warrant the utility, reliability or condition of any property, software or services provided hereunder.
6. CAP shall have no pecuniary responsibility for the property and software placed in its care by Goddard under this agreement but shall exercise reasonable care in maintaining custody. Upon termination of the agreement the property and software shall be returned as directed by a representative from Goddard.
7. Goddard personnel may ride as passengers in CAP aircraft and vehicles while performing duties under this MOU in compliance with CAP regulation 60-1. CAP


**AMENDMENT 1
TO
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AND
GODDARD SPACE FLIGHT CENTER**

Whereas the parties previously entered into a Memorandum of Agreement (MOA) effective October 3, 1996, the parties now wish to extend this MOA and make other changes as indicated below.

Therefore, the parties do hereby revise the MOA as follows:

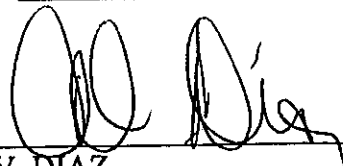
1. Clause 13 is revised as follows:
 - a. In line 2, add "installation costs" after "aircraft maintenance."
 - b. After second sentence, add the following: "This rate is reflected in CAPR 173-3, Attachment 1, plus the extant hourly surcharge for major maintenance."
2. The first sentence of Clause 15 is revised to read, "This agreement shall be in effect for a period of 3 years from the effective date and may be extended by mutual agreement of the parties."
3. Clause 17 is revised to read, "CAP hereby designates Mr. Glen D. Atwell, Director of Operations, HQ CAP, 334-953-4223 (voice) and 334-953-6342 (fax), as its representative for implementation of this agreement."

IN WITNESS WHEREOF, the parties do hereby execute this agreement effective as of the date later in time indicated below.



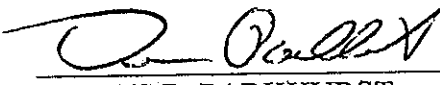
JAMES C. BOBICK
Brigadier General, CAP
National Commander, Civil Air Patrol

Date 22 Feb-99



A. V. DIAZ
Director, Goddard Space Flight Center

Date 1/26/99



DENNIS B. PARKHURST
Colonel, USAF
Commander, Civil Air Patrol-USAF

Date 22 Feb 99

shall ensure that any aircraft used is in airworthy condition and CAP pilots and crew fully qualified under CAP regulations.

8. Goddard shall provide property and software solely for use in implementation of this agreement. CAP shall take all reasonable steps to ensure a safe and secure environment therefor. Goddard shall be responsible for packing, shipping and handling said property for its delivery to CAP, and CAP shall be responsible for packing, shipping and handling said property for its return trip to Goddard.

9. Any research performed by either party in association with this agreement may be published by either party without the prior consent of the other party. Appropriate recognition of the contribution of the other party shall be recognized in any publication. All research data developed in association with this agreement shall be considered in the public domain.

10. The sole remedy available to either party for the other party's failure to perform any part of this agreement shall be immediate termination of this agreement, subject to the return to Goddard of all property provided by Goddard.

11. Any CAP flying missions performed under this agreement shall be deemed "Air Force assigned missions" and while performing such missions CAP and its members are deemed instrumentalities of the United States for civil liability purposes and covered under the Federal Tort Claims Act (28 USC Secs 2671-2680). In addition CAP senior members and cadets 18 years and older are covered for benefits under the Federal Employees Compensation Act (FECA) 5 USC Sec 8141 on such missions. Any federal employee who flies as a passenger under this agreement and is acting in the scope of his or her duties shall also be covered by the FECA.

12. In the event a third party claim is filed against Goddard concerning its performance or failure to perform any aspect of this agreement, such claim shall be handled in accordance with the Federal Tort Claims Act as if the claim were filed directly with the United States Air Force (USAF). Goddard agrees to assist the USAF in establishing the facts associated with any such claim.

13. Goddard will reimburse HQ CAP-USAF/FM, by separate funding document(s), for the cost of aircraft and vehicle fuel and lubricants, aircraft maintenance, communications (long distance telephone) costs and supplies expended in operations in support of joint CAP-Goddard activities. Reimbursement rates shall be at a rate no less than that presently in effect for USAF reimbursement to the CAP. HQ CAP/FM will disperse funds to the CAP units that provided support. CAP shall be responsible for providing advance estimates to the Goddard representative of any funding requirement in sufficient time to enable the Goddard representative to transfer funds or to forego the activity.

14. Goddard's implementation of this agreement shall be subject to the availability of appropriated funds to cover any expenses which Goddard may incur. However, except as expressly provided herein, nothing in this agreement shall be construed as requiring or contemplating the transfer or payment of any funds by Goddard to CAP.

15. This agreement shall be effective for a period of two years but may be extended upon the mutual agreement of the parties. Either party may unilaterally terminate this agreement upon 30 days advance written notice, except that either party may unilaterally terminate this agreement without advance notice for the other party's failure to perform any part of this agreement.

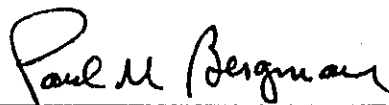
16. Goddard hereby designates Mr. Ronald Wallace, Search and Rescue Mission Manager, POES Project, Code 480, 301-286-8332 (Voice) and 301-286-1699 (FAX) as its representative for implementation of this agreement

17. CAP hereby designates Mr. Jerry Angley, Chief of Emergency Services, Civil Air Patrol Headquarters, 334-953-4225 (Voice) and 334-953-6342 (Fax) as its representative for implementation of this agreement.

18. Neither party shall assign this agreement, or any portion thereof, to any other party without the prior written consent of the other party.

19. This agreement shall be governed solely by United States federal law for all purposes including, but not limited to, determining the validity of this agreement, the meaning of its provisions, and the rights, obligations and remedies of the parties.

IN WITNESS WHEREOF, the parties do hereby execute this agreement effective as of the date later in time indicated below.



PAUL M. BERGMAN
Brigadier General, CAP
National Commander, Civil Air Patrol

Date 27 August 1996



GARLAND W. PADGETT, JR.
Colonel, USAF
Commander, Civil Air Patrol-USAf

Date 27 Aug 96



JOSEPH H. ROTHENBERG
Director, Goddard Space Flight Center

Date 10-3-96